

SINGAPORE-AUSTRALIA FREE TRADE AGREEMENT
Chapter 5

**TECHNICAL REGULATIONS AND SANITARY AND
PHYTOSANITARY MEASURES**

SECTORAL ANNEX ON HORTICULTURAL GOODS

Pursuant to Chapter 5 (Technical Regulations and Sanitary and Phytosanitary Measures), the Parties agree to this Sectoral Annex on Horticultural Goods for the purpose of facilitating trade between the Parties.

The Parties have agreed as follows:

Scope

- 1.1 This Sectoral Annex applies to the horticultural goods listed in the Schedule to this Sectoral Annex, where they are not intended for propagation, and where they are traded between the Parties (hereinafter referred to as “scheduled horticultural goods”).
- 1.2 The Parties shall review the Schedule from time to time or upon the written request of either Party. Horticultural goods may be added to, or removed from, the Schedule by mutual decision recorded in an exchange of letters between the regulatory authorities.
- 1.3 This Sectoral Annex shall not affect the Parties’ existing rights and obligations to each other under the WTO Agreement on the Application of Sanitary and Phytosanitary Measures.

2 Definitions

- 2.1 For the purpose of this Sectoral Annex:
 - a “accredited exporter” means an exporter of the scheduled horticultural goods who has demonstrated to its regulatory authority that it possesses the necessary technical capabilities, management competence, facilities, equipment and production systems required to meet the mandatory requirements of the importing Party;
 - b “actionable pest” means a pest identified by the importing Party as requiring the application of phytosanitary measures;

- c “mandatory requirements” means all phytosanitary measures of the importing Party that affect the movement of horticultural goods into that importing Party and that may, directly or indirectly, affect trade in the scheduled horticultural goods between the Parties;
- d “non-actionable pest” means a pest identified by the importing Party as not requiring the application of phytosanitary measures;
- e “other pest” means a pest for which the importing Party has not yet identified whether or not it requires the application of phytosanitary measures;
- f “pest”¹ means an actionable pest, a non-actionable pest or an other pest;
- g “phytosanitary measures” means any measure that a Party adopts, maintains or applies to:
 - i protect plant life or health within its territory from risks arising from the entry, establishment or spread of a pest; or
 - ii prevent or limit other damage within its territory arising from the entry, establishment or spread of a pest; and
- h “soil” means any loose surface material of the earth in which plants, trees and shrubs grow, in most cases consisting of disintegrated rock with an admixture of organic material.

3 General obligations

- 3.1 The regulatory authority of each Party shall maintain, in consultation with the regulatory authority of the other Party, a list of actionable pests and non-actionable pests relevant to its import of scheduled horticultural goods from the other Party.
- 3.2 An importing Party may apply such phytosanitary measures to other pests as it deems necessary. The regulatory authority of the importing Party, in consultation with the regulatory authority of the other Party, shall categorise such a pest as an actionable pest or a non-actionable pest as soon as practicable.
- 3.3 The importing Party shall accept and consider applications from the other Party to have additional species added to the list of permitted species referred to in the Schedule.

¹ For the avoidance of doubt, the term “pest” is as defined in the International Plant Protection Convention.

4 Obligations in respect of all exporters

- 4.1 The exporting Party shall issue and/or endorse phytosanitary certificates, treatment certificates and test reports in respect of scheduled horticultural goods exported to the importing Party.
- 4.2 The exporting Party shall also issue and/or endorse relevant additional certificates and/or reports as required by the importing Party in respect of the scheduled horticultural goods listed in Category B of the Schedule to this Sectoral Annex that are exported to the importing Party.
- 4.3 Phytosanitary certificates shall be issued in accordance with IPPC-ISPM (International Plant Protection Convention-International Standards for Phytosanitary Measures) No. 7 on Export Certification System.
- 4.4 The importing Party shall recognise the phytosanitary certificates, treatment certificates, test reports and/or relevant additional certificates and/or reports required by the importing Party which are provided by the exporting Party that demonstrate compliance by the relevant exporter of the scheduled horticultural goods with the importing Party's mandatory requirements.
- 4.5 Where scheduled horticultural goods from an exporter of a Party are identified after inspection as not complying with the importing Party's mandatory requirements, the importing Party can implement phytosanitary measures to achieve its appropriate level of protection.

5 Obligations in respect of accredited exporters

- 5.1 The exporting Party shall ensure that its accredited exporters of the scheduled horticultural goods exported to the importing Party possess the necessary technical capabilities, management competence, facilities, equipment and production systems to meet the mandatory requirements of the importing Party.
- 5.2 The importing Party shall facilitate the import clearance of the scheduled horticultural goods from accredited exporters of the other Party (where those goods are accompanied by the required certificates and/or reports) by minimizing import control and the inspection and approval procedures.
- 5.3 The obligations set out above shall not prevent a Party from conducting reduced inspection on consignments of the scheduled horticultural goods

being imported into its territory from the accredited exporters of the other Party.

- 5.4 Where scheduled horticultural goods from an accredited exporter of a Party are identified after inspection as not complying with the importing Party's mandatory requirements, the importing Party can implement phytosanitary measures to achieve its appropriate level of protection.
- 5.5 Should an inspection by a Party result in the detection of an actionable pest or an other pest in a consignment of scheduled horticultural goods being imported into its territory from an accredited exporter of the other Party:
- a any phytosanitary measures taken by the importing Party shall be confined to that consignment only;
 - b the exporting Party shall be notified within one week by the importing Party if the latter denies entry or destroys any scheduled horticultural goods being imported from an accredited exporter of the other Party as a result of a phytosanitary measure taken under 5.5(a). The notification shall include information as to why the consignment is not in compliance with the mandatory requirements so that the exporting Party can take corrective action;
 - c the exporting Party shall ensure that corrective actions are completed within 14 days from the date of receipt of a notification of the detection of an actionable pest or an other pest in an imported scheduled horticultural good; and
 - d the corrective action shall be reported to the regulatory authority of the importing Party to ensure that its mandatory requirements are complied with.

6 Mandatory Requirements

- 6.1 Each Party shall adapt its phytosanitary measures to the phytosanitary characteristics of the area where the scheduled horticultural goods are produced, taking into account relevant conditions, including those relating to transportation and handling.
- 6.2 Each Party shall, in applying its phytosanitary measures to the scheduled horticultural goods, avoid unnecessary duplication of phytosanitary measures already taken by the other Party.
- 6.3 Each Party shall ensure that any agency or entity on which it relies in applying a phytosanitary measure acts in a manner consistent with this Sectoral Annex.
- 6.4 In addition to the notification requirements in Article 8.1 of Chapter 5 (Technical Regulations and Sanitary and Phytosanitary Measures), each Party shall notify the other Party of any proposed changes to its mandatory requirements at least 60 working days before the changes come into effect, unless considerations of health, safety and the environment warrant more urgent action. For urgent action, such notification shall be provided to the exporting Party at least one working day before the changes enter into force.
- 6.5 Where an importing Party is able to achieve its appropriate level of protection through the phased application of a phytosanitary measure it may, at the request of the exporting Party, allow for such a phased application, or grant specified exemptions for limited periods from the phytosanitary measure, taking into account the requesting Party's export interest.

7 Information Exchange

- 7.1 The Parties shall exchange information on matters concerning the scheduled horticultural goods and their mandatory requirements.
- 7.2 The Parties shall put in place a system for the uniform and systematic exchange of information so as to provide assurance and engender confidence in each other's phytosanitary systems.
- 7.3 The Parties shall exchange quarterly reports on pests detected in the import of the scheduled horticultural goods.

8 Contact Points and Consultations

- 8.1 For the purpose of this Sectoral Annex, each Party shall establish a contact point, which shall be that Party's regulatory authority:
- a Australia Quarantine and Inspection Service (AQIS) for Australia; and
 - b Agri-Food & Veterinary Authority of Singapore (AVA) for Singapore.
- 8.2 Each Party shall inform the other Party in writing of any change in its regulatory authority responsible for the implementation of this Sectoral Annex.
- 8.3 For the avoidance of doubt, Article 2 of Chapter 16 shall apply for the purposes of consultations regarding the implementation, interpretation or application of this Sectoral Annex.

9 Technical Cooperation

- 9.1 The Parties shall facilitate the provision of technical advice, information and assistance, which may include training and joint research and development, to allow each Party to adjust to, and comply with, the other Party's mandatory requirements.

10 Review

- 10.1 The Parties shall engage in confidence-building activities with the view to making recommendations within 12 months of the entry into force of this Sectoral Annex on the options for moving towards determining the equivalence of mandatory requirements.
- 10.2 Such confidence building activities shall include a comparative review of each Party's mandatory requirements and their equivalence; and control, inspection and certification procedures, risk assessment techniques, and appropriate levels of protection for scheduled horticultural goods.
- 10.3 In order to determine whether the mandatory requirements of the exporting Party can be accepted as equivalent to the mandatory requirements of the importing Party, the Parties shall follow the procedures set down by the WTO SPS Committee's decisions on equivalence of sanitary or phytosanitary measures.

11 Entry into Force

Notwithstanding Article 10(2) of Chapter 5, this Sectoral Annex shall enter into force on the date on which the Parties have exchanged notes confirming the completion of their respective procedures for the entry into force of this Sectoral Annex.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Sectoral Annex.

DONE in duplicate at _____ this _____ day of _____
2005.

For Australia

For Singapore

SCHEDULE TO SECTORAL ANNEX ON HORTICULTURAL GOODS

Category A

1. Fresh cut flowers; and
2. cut foliage without roots

that are specified as permitted species for import by the importing Party and for which entry is permitted under specified conditions.

Category B

1. Aquarium plants without soil as growing medium;
2. Ornamental plants without soil as growing medium

that are specified as permitted species for import by the importing Party and for which entry is permitted under specified conditions..